

APPENDIX 7

States Providing Statutory Protection For Innocent Sellers

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Jurisdiction	Citation	Exception if seller had substantial control in product manufacture, design, specifications, assembly, etc.	Exception if seller modified or altered product, or created the defect, through negligence or otherwise	Exception if unable to secure jurisdiction over manufacturer	Exception if manufacturer is insolvent or unable to satisfy judgment	Exception if SOL expired as to claim against manufacturer	Exception if seller had actual knowledge of defect	Exception if seller should have known of the defect	Exception if seller made express warranties that caused the injury	Exception if product is sold under seller's label or name	Exception if there is a parent-subsidiary or similar corporate relationship between manufacturer and seller	Plaintiff bears burden of establishing statutory exceptions are met	Seller bears burden of establishing statutory exceptions are not met	Seller is required to submit an affidavit identifying the manufacturer
Alabama	Ala. Code § 6-5-521(b)	✓	✓									✓		
Colorado	Colo. Rev. Stat. Ann. §§ 13-21-401, 402	✓		✓			✓				✓		✓ <i>Nash v. Wal-Mart</i> , No. 15-CV-02330-RM-MEH, 2016 WL 10519158, at *13–14 (D. Colo. Dec. 5, 2016) ¹	
Delaware	Del. Code Ann. tit. 18, § 7001	✓	✓	✓	✓		✓	✓	✓				✓	
Georgia	Ga. Code Ann. § 51-1-11.1											N/A – no statutory exceptions for liability of innocent seller	N/A – no statutory exceptions for liability of innocent seller	
Idaho	Idaho Code Ann § 6-1407	✓	✓	✓	✓		✓	✓			✓	✓ <i>Crandall v. Seagate Tech.</i> , No. 1:10-CV-128-MHW, 2011 WL 280990, at *6 (D. Idaho Jan. 25, 2011)		

¹ Where the statute does not explicitly set out an exception or requirement, supporting case law is provided.

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Illinois	735 Ill. Comp. Stat. 5/2-621(a) ²	✓		✓	✓	✓	✓					✓		✓
Indiana	Ind. Code Ann. §§ 34-20-2-3, 34-20-2-4			✓								✓ <i>Indiana Farm Bureau Ins. v. Amazon.Com, Inc.</i> , No. 119CV01568 JRSTAB, 2020 WL 9424669, at *3 (S.D. Ind. Jan. 28, 2020)		
Iowa	Iowa Code Ann. § 613.18(1)			✓	✓								✓	
Kansas	Kan. Stat. Ann. § 60-3306			✓	✓		✓	✓					✓	
Kentucky	Ky. Rev. Stat. Ann. § 411.340		✓	✓			✓	✓	✓				✓	

² Note, while a 1995 amendment to the statute was held unconstitutional, the statute is still valid and applied by Illinois courts. *See, e.g., Cassidy v. China Vitamins, LLC*, 2018 IL 122873, 120 N.E.3d 959.

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Louisiana	La. Stat. Ann. §§ 9:2800.5, 53						✓ <i>Jones v. Emps. Mut. Liab. Ins. Co.</i> , 430 So. 2d 357, 359 (La. Ct. App. 1983)	✓ <i>Jones v. Emps. Mut. Liab. Ins. Co.</i> , 430 So. 2d 357, 359 (La. Ct. App. 1983)				✓ <i>Jones v. Emps. Mut. Liab. Ins. Co.</i> , 430 So. 2d 357, 359 (La. Ct. App. 1983)		
Maryland	Md. Code Ann., Cts. and Jud. Proc. § 5-405(b)	✓	✓	✓	✓		✓	✓	✓				✓	
Michigan	Mich. Comp. Laws Ann. § 600.2947(6)							✓	✓			✓ <i>Thompson v. Nestle Waters N. Am., Inc.</i> , No. 2:21-CV-11054, 2021 WL 5114567, at *4-5 (E.D. Mich. Nov. 3, 2021)		
Minnesota	Minn. Stat. Ann. § 544.41	✓		✓	✓	✓	✓					✓		✓
Mississippi	Miss. Code Ann. § 11-1-63(h)	✓	✓				✓	✓				✓ <i>Hinton v. Sportsman's Guide, Inc.</i> , 285 So. 3d 142, 147 (Miss. 2019)		
Missouri	Mo. Ann. Stat. § 537.762			✓	✓								✓	

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													<i>Miravalle v. One World Techs., Inc.</i> , No. 4:18 CV 304 JMB, 2018 WL 3643722, at *2 (E.D. Mo. Aug. 1, 2018)	
Nebraska	Neb. Rev. Stat. Ann. § 25-21,181											N/A – no statutory exceptions for liability of innocent seller	N/A – no statutory exceptions for liability of innocent seller	
New Jersey	N.J. Stat. Ann. § 2A:58C-9	✓		✓	✓		✓	✓				Case law divided. <i>Schweiger v. Standard Tile Supply, Co.</i> , No. A-1322-18T2, 2019 WL 5783478, at *2 (N.J. Super. Ct. App. Div. Nov. 6, 2019)	Case law divided. <i>Guignard v. Biomet, Inc.</i> , No. CV1814521K SHCLW, 2019 WL 2723905, at *3 (D.N.J. June 30, 2019)	✓ (Statute does not require affidavit, but a seller may submit one)
North Carolina	N.C. Gen. Stat. Ann. § 99B-2		✓	✓	✓			✓	✓			✓	<i>Ziglar v. E. I. Du Pont De Nemours & Co.</i> , 53 N.C. App. 147, 152, 280 S.E.2d 510, 514 (1981)	

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North Dakota	N.D. Cent. Code Ann. § 28-01.3-04	✓	✓			✓	✓					✓		✓
Ohio	Ohio Rev. Code Ann. § 2307.78		✓	✓	✓				✓	✓	✓	✓		
Oklahoma	Okla. Stat. Ann. tit. 76 § 57.2(E)	✓	✓	✓	✓				✓			✓ <i>Shelton v. Sha Ent., LLC</i> , No. CV-20-644-D, 2021 WL 5762801, at *3 (W.D. Okla. Dec. 3, 2021)		
South Dakota	S.D. Codified Laws § 20-9-9						✓	✓				✓ <i>McAllister-Lewis v. Goodyear Dunlop Tires N. Am., Ltd.</i> , No. CIV 14-4103, 2017 WL 3207730, at *3 (D.S.D. July 27, 2017)		
Tennessee	Tenn. Code Ann. § 29-28-106	✓	✓	✓	✓				✓			✓ <i>Woods v. Tom Williams BMW</i> , No. 18-CV-1110-STA-JAY, 2019 WL		

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												3462550, at *3 (W.D. Tenn. July 31, 2019)		
Texas	Tex. Civ. Prac. & Rem. Code Ann. § 82.003	✓	✓	✓	✓		✓		✓			✓ <i>In re Atlas Tubular, L.P.</i> , 296 S.W.3d 363, 365 (Tex. App. 2009)		
Washington	Wash. Rev. Code Ann. § 7.72.040	✓	✓		✓				✓			Case law divided. <i>Pereira v. Cocoa Invs., Inc.</i> , 130 Wash. App. 1024, at *2 (2005)	Case law divided. <i>Swartwood v. Fun-Tastic Shows Inc.</i> , No. C17-5971 BHS, 2019 WL 1777728, at *2 (W.D. Wash. Apr. 23, 2019)	
Wisconsin	Wis. Stat. Ann. § 895.047(2)	✓		✓	✓					✓		✓		